

AMENDMENT TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, this Amendment to Oil, Gas and Mineral Lease is dated the 14th day of October 2008, and is an amendment of that certain Oil and Gas Lease, document number D000203790, Real Property Records, Tarrant County, Texas, dated the 21st day of May, 2007 by and between the Education Service Center Region XI, acting herein by and through its Board President, duly authorized by resolution to execute this Lease ("Lessor") and XTO Energy Inc., ("Lessee").

The Lease, as executed, covers and includes the below tracts of land 14.24 acres, more or less, in Tarrant County, Texas.

4.23 acres, known as Block 15, Karren Addition lying within the S. Gilmore Survey, A- 590 , Tarrant County, Texas.

6.82 acres, known as Block 16, Karren Addition lying within the S. Gilmore Survey, A- 590 , Tarrant County, Texas.

1.38 Acres, known as Block 17R lot 1, Karren Addition lying within the Gilmore Survey, A- 590, Tarrant County, Texas.

1.55 acres, known as Block 17R, lot 2, Karren Addition lying within the S. Gilmore Survey, A-590, Tarrant County, Texas.

0.25 acres, known as Block 10, lot B, Karren Addition lying within the S. Gilmore Survey, A-590, Tarrant County, Texas.

NOW THEREFORE, for good and adequate consideration received and acknowledged, Lessor and Lessee hereby agree as follows:

Amendment: Said lease has a pooling clause, stated in paragraph seven (7) of said lease that no pooled unit shall exceed 160 acres. Said clause shall be amended to state that any pooled unit which includes said lease shall and can include up to 640 acres +/- (10%). All other provisions shall be in compliance with the spacing rules of the Railroad Commission of Texas.

Entire Agreement: Except as herein expressly modified, changed and amended, the Lease and all of the terms, provisions, covenants and conditions therein remain in full force and effect.

The undersigned does hereby ratify, adopt and confirm said Lease and hereby grant, lease and let to Lessee, his or its heirs, successor and assigns, the land covered by said Lease and this Amendment, upon and subject to the terms and conditions set out in said Lease.

IN WITNESS WHEREOF, the parties have caused this Amendment to Oil, Gas and Mineral Lease to be duly executed as of the day and year first above written, to be effective on such date.

Lessor: EDUCATION SERVICE
CENTER REGION XI, FORT WORTH,
TEXAS

By: William R. [Signature]
Signature Board President

ATTEST: James B. [Signature]
Signature Board Secretary

Lessee: XTO ENERGY INC

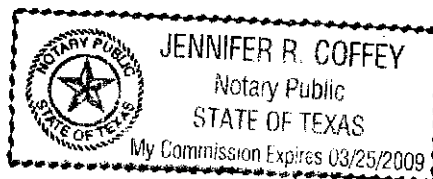
BY: _____

NAME: Thomas Mendonca
TITLE: _____

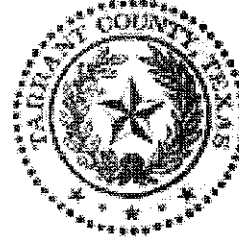
1320 South University Dr.
Suite 405
Fort Worth, TX 76107

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24 day of November 2008, by name , title company.



Jennifer R. Coffey
Notary Public, State of Texas
Printed Name: Jennifer R. Coffey
Commission Expires: 3-25-2009



THOMAS MENDONCA
1320 S UNIVERSITY DR #405

FT WORTH TX 76107

Submitter: KYLE BOSSE

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/02/2008 09:29 AM
Instrument #: D208441446
OPR 3 PGS \$20.00

By: _____



D208441446

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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